

**WESTERN STATES CONTRACTING ALLIANCE**  
**PARTICIPATING ADDENDUM**  
**For**  
**Data Communications Equipment**  
**Between**  
**The State of Wyoming and Qwest Interprise America, Inc.**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned is a "Participating Entity" which shall be defined as Participating Entity states of WESTERN STATES CONTRACTING ALLIANCE (hereafter "Participating Entity"): (i) which requests equipment pursuant to the terms and conditions of the STATE OF UTAH STATEWIDE CONTRACT AR637 and its Attachments (hereafter the "Master Agreement") by executing this Participating Addendum; and, (ii) whose request for the sale of equipment by Qwest, at its sole discretion, is accepted by Qwest executing this Participating Addendum.

2. The undersigned Participating Entity is executing this Participating Addendum for the purpose of purchasing telecommunications equipment from Qwest Interprise America, Inc. ("Qwest"), pursuant to the Master Agreement by and between State of Utah and Qwest. Participating Entity shall be subject to all terms and conditions of this Participating Addendum and the Master Agreement.

3. Scope: The general purpose of the Master Agreement is to provide: Data Communications Equipment (routers, switches, LAN/WAN, CSU/DSU) and Associated OEM Maintenance & Training for all State Agencies and will include all the States political subdivisions. A political subdivision is defined as any entity that derives its funding from federal, state and/or local government sources. These political subdivisions include: public school districts, state colleges and universities, cities, counties, water conservancy districts, sewer districts, mosquito abatement, etc.:

4. Changes to Master Agreement specific to the State of Wyoming.

A. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

B. Availability of Funds. Each payment obligation of Participating Entity is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the Services performed by Qwest, the Agreement may be terminated by Participating Entity at the end of the period for which the funds are available. Participating Entity shall notify Qwest at the earliest possible time of the Services which will or may be affected by a shortage of funds. No penalty shall accrue to Participating Entity in the event this provision is exercised, and Participating Entity shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Participating Entity to terminate this Agreement in order to acquire similar services from another party.

C. Disputes/Remedies. In seeking to resolve any dispute relating to the Master Agreement, the Participating Entity does not waive its sovereign immunity. Any dispute or claim arising out of or relating to the Master Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under the Master Agreement.

D. Extensions. Nothing in this Addendum shall be interpreted or deemed to create an expectation that the Master Agreement will be extended beyond the term described therein. Any extension of this

Addendum shall be initiated by the Participating Entity, and shall be effective only after it is reduced to writing and executed by all parties. Any agreement to extend this Addendum shall include, a statement that all terms and conditions of the original Master Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Master Agreement; and, if the duties of either party will be different during the extension than they were under the original Master Agreement, a detailed description of those duties.

E. Independent Contractor. Qwest shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Qwest shall assume sole responsibility for any debts or liabilities that may be incurred by Qwest in fulfilling the terms of the underlying, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of the Master Agreement. Nothing in the Master Agreement shall be interpreted as authorizing Qwest or its agents and/or employees to act as an agent or representative for or on behalf of the Participating Entity, or to incur any obligation of any kind on the behalf of the Participating Entity. Qwest agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Participating Entity's employees will inure to the benefit of Qwest or its agents and/or employees as a result of the Master Agreement.

F. Notices. All notices arising out of, or from, the provisions of the Participating Addendum shall be in writing and given to the parties at the address provided under the Participating Addendum, either by regular mail, facsimile, e-mail, or delivery in person.

G. Prior Approval. This Addendum shall not be binding upon either party, no Services shall be performed under the terms of this Addendum, and the Wyoming State Auditor shall not draw warrants for payment on this Addendum, until this Addendum has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information, and approved by the Governor of the State of Wyoming if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

H. Sovereign Immunity. Participating Entity does not waive sovereign immunity by entering into this Participating Addendum, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

I. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Participating Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Participating Addendum shall operate only between the parties to the Participating Addendum, and shall inure solely to the benefit of the parties to the Participating Addendum. The provisions of the Participating Addendum and the Master Agreement are intended only to assist the parties in determining and performing their obligations under the Master Agreement and the Participating Addendum. The parties to the Participating Addendum intend and expressly agree that only parties signatory to the Participating Addendum shall have any legal or equitable right to seek to enforce the Participating Addendum to seek any remedy arising out of a party's performance or failure to perform any term or condition of the Participating Addendum, or to bring an action for the breach of the Participating Addendum and/or Master Agreement.

J. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in the Participating Addendum or Master Agreement.

K. Waiver. The waiver of any breach of any term or condition in the Participating Addendum or Master Agreement shall not be deemed a waiver of any prior or subsequent breach.

L. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Participating Addendum shall be paid by either party.

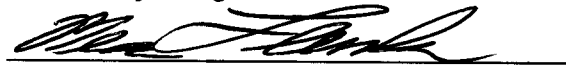
5. Primary Contact: The primary government contact individual for this Participating Addendum is as follows:

State of Wyoming  
Dean Jeffries  
Herschler Building  
2nd Floor, East  
122 West 25th Street  
Cheyenne, WY 82002

6. Participating Addendum Agreement Number: The Participating Addendum agreement number is . This Participating Addendum and the Master Agreement, (administered by the State of Utah), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement shall not be added to or incorporated into this Participating Addendum or the Master Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Department of Administration and Information  
State of Wyoming

  
Authorized Signature

MAC LANDEN  
Print Name

PROCUREMENT MGR.  
Print Title

6/5/03  
Date

Qwest Interprise America, Inc.


  
Authorized Signature

Stephen Brinkmann  
Print Name

Director, Offer Management  
Print Title

6/11/03  
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

  
Donald Gerstein  
Senior Assistant Attorney General

5/23/03  
Date